

**PURCHASING DIVISION
CITY OF WORCESTER, MA
ROOM 201, CITY HALL
455 MAIN STREET
WORCESTER, MA 01608**

(508)799-1220

ISSUANCE DATE: JANUARY 23, 2013

John C. Orrell, C.P.M., CPPO Purchasing Director

REQUEST FOR PROPOSALS CR-5920-J3

**AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER
REQUEST FOR PROPOSALS
NOTICE TO PROPOSERS**

RFP TITLE: Consultant Services — Environmental Engineering / WPS

REFER TO PAGE 7 FOR PROPOSAL SUBMISSION INFORMATION

General Conditions

All proposals are subject to the terms, conditions and specifications herein set forth:

- 1. Scope: The City of Worcester seeks the services of a qualified consultant to assist in environmental engineering services for the Worcester Public Schools. This contract will be for a period of two years and may be extended for a third year at no increase in price at the sole discretion of the City. See enclosed price page.**
- 2. Proposals are due at the City of Worcester Purchasing Division, Room 201, City Hall, 455 Main Street, Worcester, MA 01608 no later than 10AM on February 13, 2013.**
- 3. A certified check or bid bond made payable to the "City Treasurer City of Worcester" in the amount of N/A must accompany this proposal. This must be submitted under separate sealed cover marked "Proposal Security." In the case of default, the surety shall be forfeited to the City as liquidated damages.**
- 4. All terms and conditions are applicable to this proposal except 24,25,32,36.**
- 5. A performance bond in the amount of NONE will be required. If this proposal is accepted by the City and the Proposer shall fail to contract as set forth in these requirements and to give a bond in the aforementioned amount, within ten (10) days, (not including Sundays, Saturdays, or a legal Holiday) from the date of the mailing of a notice from the City to the Proposer, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the proposer has abandoned the contract and thereupon the proposal and acceptance shall be null and void and the proposal security accompanying this proposal shall become the property of the City as liquidated damages.**

6. Any prospective proposer requesting a change in or interpretation of existing specifications or terms and conditions must do so within 5 days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal opening date. All requests are to be in writing to the Purchasing Department and are to be in duplicate. No changes will be considered or any interpretation issued unless request is in our hands within 5 days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal submission date. Any inquiries related to technical or contractual matters must be submitted in writing to:

John C. Orrell, Purchasing Director

orrellj@worcesterma.gov

7. Nothing herein is intended to exclude any responsible Proposer or in any way restrain competition. All responsible Proposers are encouraged to submit proposals. The City encourages participation by Minority and Women Owned Business Enterprises (M/WBE).
8. The following meanings are attached to the defined words when used in this RFP.
 - a) The word "City" means The City of Worcester, Massachusetts.
 - b) The word "Proposer" means the person, firm or corporation submitting proposal on these specifications or any part thereof.
 - c) The word "Contractor" means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.
 - d) The words "Firm Price" shall mean a guarantee against price increase during the life of the contract.
9. All proposals and other documents relating to this RFP are subject to the public records provisions of M.G.L C.30B, and shall remain confidential until the time specified in C.30B section 6 (d).
10. All material submitted by vendors becomes the property of the City. The City is under no obligations to return any of the material submitted by a vendor in response to this RFP,
11. Each vendor's proposal must remain in effect for at least 120 days from the deadline for its submission. The City will decide upon acceptance within 120 days of submission.
12. It is understood and agreed that It shall be a material breach of any contract resulting from this RFP for the Contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.
13. The City reserves the right to accept or reject any or all of the proposals submitted and waive informalities and technicalities.
14. The City will review and analyze each proposal, and reserve the right to interview selected proposers. The City shall select the proposer, which in the City's opinion, has made the proposal best suited to the needs and goals of the City and its operations and deemed to be

in compliance with the terms of this RFP.

15. The Contractor will be required to indemnify and save harmless the City of Worcester for all damages to life and property that may occur due to his negligence or that of his employees, sub-contractors, etc. during the contract derived from this RFP.
16. The Contract Agreement will be drafted by the City's Law Department in compliance with the terms of the RFP, and may incorporate the terms of this RFP and of the proposal selected.
17. The Proposer must certify that no official or employee of the City of Worcester, Massachusetts, is pecuniarily interested in this proposal or in the contract which the proposer offers to execute or in expected profits to arise therefrom, unless there has been compliance with the provisions of G.L.C. 43 section 27, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
18. Any proposal withdrawn after time and date specified, the proposer shall forfeit deposit on proposal as liquidated damages.
19. A vendor conference will be held on: None Scheduled
20. The Contractor shall not assign, transfer, sublet, convey otherwise dispose of any contract which results from this RFP, or its right, title or interest therein or its power to execute the same to any other person, firm, partnership, company or corporation without the previous consent in writing of the City, Should the Contractor attempt any of the above without the written consent of the City, the City reserves the right to declare the Contractor in default and terminate the contract for cause.
21. The Contractor shall obtain and maintain in force at all times during the term of the contract derived from this RFP, insurance coverage pertaining to Public Liability, Property Damage and Worker's Compensation in the following types and amounts:
 - a) PUBLIC LIABILITY INSURANCE - Contractor to supply the City of Worcester with certificates of insurance covering public liability in an amount not less than \$1,000,000.00 on account of one accident.
 - b) PROPERTY DAMAGE INSURANCE - Contractor to supply the City certificates of insurance covering property damage in an amount not less than \$1,000,000.00 for damages on account of all accidents.
 - c) COMPENSATION INSURANCE - The Contractor shall furnish the City with certificates showing that all its employees shall be connected with the management operations are protected under worker's compensation insurance policies.

22. The Contractor shall carry Public Liability Insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contract or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone in his employ during the execution of the contract derived from this RFP.
23. Prior to starting on the contract derived from this RFP, the Contractor shall deposit with the Purchasing Department, certificate from the insurer to the effect that the insurance policies required in the above paragraph have been issued to the Contractor. The certificates must be on a form satisfactory to the City.
24. All prices quoted must include inside delivery, and set-up in place F.O.B. destination to pre-designated City of Worcester departments.
25. No special charges will be allowed for rigging, packing, crating, freight, express, or carriage unless specifically stated and included in the vendor's proposal.
26. The award to the successful proposer may be cancelled in the event of vendor nonperformance as may be determined by the City.
27. The successful proposer shall comply with all applicable federal, state and local laws, ordinances, and regulations. The awarded contract shall be governed under the laws of the Commonwealth of Massachusetts.
28. Purchases made by the City are exempt from Federal and Massachusetts state taxes and proposal prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
29. When the contract is executed, a performance bond, in the full amount of the contract, is required. See paragraph 4. The bond will be of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts. The cost of this bond is the vendor's responsibility. Bonds shall remain in force and effect thru the performance of the contract.
30. Expenditures by the City and authorization to spend for particular purposes are made on fiscal year basis. The City's fiscal year is the twelve month period ending June 30 of each year. The obligations of the City under any agreement to be reached are subject to the appropriation or authorization of the necessary funds. The City agrees to make reasonable efforts to obtain funding and all necessary authorization.
31. No amendment to the contract shall be effective unless it is in writing and signed by authorized representatives of both parties and is accepted by the City of Worcester.
32. The vendor (and its insurers, if any) shall bear all risk of loss or damage to the equipment which occurs in transit to the user site. The risk of loss or damage to purchased equipment shall remain with the vendor until the purchase price has been paid and title has passed. The vendor shall also bear the risk of loss or damage to leased or rented equipment during the City of Worcester's possession and use thereof subject, however to such conditions and limitations as may be stated elsewhere in the contract.

33. The vendor shall not assign or in any way transfer any interest in the contract without the prior written consent of the City provided, however, that claims for money due or to become due to vendor from the City may be assigned to a bank, trust company, or other financial institution without such consent so long as notice of such assignment is furnished promptly to the City. Any such assignment shall be expressly made subject to all defenses, set-offs, or counter-claims which would have been available to the City against the vendor in the absence of such assignment.
34. None of the services to be provided by the vendor pursuant to the contract shall be subcontracted or delegated to any other organization, association, individual, corporation, partnership or other such entity without the prior written consent of the City. No subcontract or delegation shall relieve or discharge the vendor from any obligation or liability under the contract except as specifically set forth in the instrument of consent. Any subcontract to which the City has consented shall be attached to the original of the contract on file in the City of Worcester.
35. Neither party will be liable to the other or be deemed to be in breach of the contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather. If the vendor's failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the reasonable control of both the vendor and the subcontractor, and without the fault or negligence of either of them, the vendor shall not be liable for any excess costs for failure to perform, unless the equipment or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. Dates or times of performance will be extended to the extent of delays excused in this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
36. The vendor shall provide to the City of Worcester a warranty and a commitment which clearly states that all equipment and services proposed and supplied by the Vendor, and/or its subcontractors, performs as expected and promised by the Vendor.
37. The vendor represents that no person other than bona fide employees working solely for the vendor, have been employed or retained to solicit or secure this agreement upon an arrangement or understanding for a commission, percentage, brokerage fee, gift or any other consideration contingent upon the award or making of this contract. For breach or violation of the representation, the City shall have the right to annul the contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage fee or other consideration.
38. Any contract made by the City in which the Purchasing Agent or any employee of his department, the heads of using agencies or any other officer or employee of the City having a part in the placing of such contract is financially interested, directly or indirectly, shall be void.
- a) The vendor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or medical handicap. The vendor agrees to comply with all applicable Federal and State

Statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964; The Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws Chapter 151B, Section 4 (1) and all relevant administrative orders and executive orders.

- b) If a complaint or claim alleging violation by the vendor of such statutes, rules or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the vendor agrees to co-operate with the MCAD in the investigation and disposition of such complaint or claim.
- c) In the event of vendor noncompliance with the provisions of this section, the City shall impose such sanctions as it deems appropriate, including but limited to:
 - 1) Withholding of payments due vendor under the contract until vendor complies.
 - 2) Termination or suspension of the contract.

SUBMISSION OF PROPOSALS

39. Proposals must be submitted in two (2) packages according to the instructions below. The City intends to consider responses in the evaluation requirements before considering costs, therefore, no reference to pricing may be made in the proposal of evaluation considerations.

A sealed package containing the original and 2 copies of the proposal must be labeled as follows:

Purchasing Agent, City of Worcester

Consultant Services /Environmental Engineering– Technical Evaluation

455 Main Street, Room 201, Worcester, MA 01608

Re: RFP No. CR-5920-J3

A sealed package containing the original and 2 copies of the proposal must be labeled as follows:

Purchasing Agent, City of Worcester

Consultant Services /Environmental Engineering– Cost Proposal

455 Main Street, Room 201, Worcester, MA 01608

Re: RFP No. CR-5920-J3

Bid Surety must be submitted under separate cover as stated under condition 2 of this RFP. Proposals must be delivered no later than **FEBRUARY 13, 2013, 10AM LOCAL TIME**. Late submissions will be rejected, regardless of circumstances. The City of Worcester is not responsible for submittals not properly marked.

The evaluation and cost proposals will remain confidential until a formal and finalized contract has been executed.

Names of proposers will be available as soon as possible following RFP due date. Please go to www.worcesterma.gov to obtain this information.

RFP EVALUATION

40. The City of Worcester Purchasing Agent will assign an evaluation team, hereafter referred to as the Selection Committee, to perform a full and complete evaluation of RFP submittals. The Purchasing Agent will ultimately forward a formal recommendation of award to the City Manager who has final award authority.
41. RFP evaluation responses will be evaluated by the Selection Committee based directly upon vendor's response to mandatory and comparative evaluation criteria. Vendors must meet or exceed the mandatory criteria requirements or be rejected as non-responsive.
42. Comparative criteria will be evaluated by the use of four rating categories as set forth by M.G.L Chapter 30B:

- 1) HIGHLY ADVANTAGEOUS - Vendor's submittal meets all the stated requirements and offers significant performance above the stated requirements.
- 2) ADVANTAGEOUS - Vendor's submittal meets the stated requirements without risk or disadvantage.
- 3) NOT ADVANTAGEOUS - Vendor's submittal contains some risk or disadvantage but is not unacceptable.
- 4) UNACCEPTABLE - Vendor's submittal fails to meet the standards of the stated requirements.

After proposals have been assigned ratings on the basis of each evaluation criterion, a composite rating will be established by the Selection Committee. Submittals will then be ranked based upon finalized composite rating.

43. The Purchasing Agent will identify the most advantageous proposal based upon the rankings of the Selection Committee and an evaluation of the cost proposals received. The Purchasing Agent will forward a recommendation for award to the City Manager based upon the most advantageous proposal received considering evaluation rankings and cost proposals received.

GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING

PROPOSAL

(NOTICE: Give first and last name In full; In case of corporations, give corporate name and names of President, Treasurer, and Manager; and In case of firms give names of the Individual members)

Name	Address	Zip Code
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KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING BIDDER:

(1) If a Proprietorship		
Name of Owner		
Business Address		
Zip Code	Telephone No.	
Home Address		
Zip Code	Telephone No.	

(2) If a Partnership, Full names and addresses of all partners		
Name		
Business Address		
Zip Code	Telephone No.	

(3) If a Corporation			
Full Legal Name:			
State of Incorporation:	Qualified In Massachusetts? Yes No		
Principal Place of Business			
Street	P.O. Box		
City/Town Telephone No.	State	Zip	
Place of Business in Massachusetts			
Street	P.O. Box		
City/Town Telephone No.	State	Zip	

GIVE THE FOLLOWING INFORMATION REGARDING SURETY COMPANY

Full Legal Name of Surety Company			
State of Incorporation	Admitted in Massachusetts ?		Yes No
Principal Place of Business			
Street	P.O. Box		
City/Town	State	Zip	
Place of Business in Massachusetts:			
Street	P.O. Box		
City/Town	State	Zip	
Telephone No.			

NOTE:

The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to \$1,000.00 or more.

E.I. Number of bidder _____

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941.

AUTHORIZED SIGNATURE OF BIDDER _____

TITLE _____ DATE _____

UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED:
Section 10. A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows:
"The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" ¹¹ shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals."
(Please Print)
Name of Person Signing Bid
Signature of Person Signing Bid
No award will be made without vendor certification of the above

INTRODUCTION

The Worcester Public Schools is dedicated to maintaining, at the highest level, a safe and healthy environment for its students and staff. Accordingly, the Worcester Public Schools is seeking an environmental engineering consultant to collaborate with School personnel in this mission. The purpose of this RFP is to seek proposals from qualified firms interested in providing an average of 25 – 30 hours per month of environmental engineering and polychlorinated biphenyls (PCB) consulting services, beginning with the award of this contract and ending 24 months later, with the possibility of a 12 month renewal at the discretion of the Worcester Public Schools. An agreement with an environmental engineering consulting firm would be subject to cancellation with a ninety (90) day notice without cause and a thirty (30) day notice with cause. Proposal respondents must meet the minimum requirements as established by these specifications and are requested to respond only to the questions in these specifications.

DESCRIPTION OF SERVICES

Proposals must demonstrate an ability to address the following:

- a. PCB Management and Assessment
- b. Risk Assessment
- c. Safety and Environmental Compliance
- d. Environmental Assessments

The following services must be provided and acknowledged in the submission response:

1. Consult with the Worcester Public Schools relative to advising the public and others on the regulations and standards relating to PCB's. This is to include but not limited to:
 - a. Public Meetings
 - b. Litigation Proceedings
 - c. Employee Relations
 - d. In House Meetings
2. Attend meetings of various types at various locations.
3. Develop Communications (Written, Verbal, Email) on matters relating to PCB's.

MANDATORY CRITERIA

Only proposals which meet the following mandatory criteria will be considered for evaluation. All mandatory criteria must be met.

1. Proposer must currently have been in operation, under its present name, current ownership and management for, at least, five (5) years.

2. The proposal must provide names, addresses and contact information of a minimum of five (5) EPA Region 1 entities for which the proposer has performed PCB consulting services in the past five (5) years.
3. The proposal must provide descriptions of the staff, including number and qualifications, of each who will be available to work with Worcester Public Schools. The staff must include the following:
 - a. Licensed Site Professional
 - b. Licensed Environmental Professional
 - c. Environmental Toxicologist
 - d. Massachusetts Registered Professional Engineer
 - e. Health and Safety Engineer
 - f. Certified Industrial Hygienist
 - g. Certified Safety Professional
 - h. Environmental Chemist
 - i. Certified Indoor Environmental Consultant
4. The proposal must provide demonstrable evidence of minimum of five (5) years experience with:
 - a. PCB Management and Assessment
 - b. Massachusetts Contingency Plan Compliance
 - c. MADEP
 - d. EPA
 - e. Superfund
5. The proposal must provide demonstrable evidence of successful public outreach and the ability to assist the Worcester Public Schools with public meetings for questions related to PCBs and other building environmental issues.
6. The consulting company must not provide any remediation services in its business. No proposer, who has remediation services within their business plan or corporation, will be considered.

Comparative Allocation Criteria

PCB Management and Assessment:

Highly Advantageous:	Clearly demonstrates expertise and experience with over five (5) EPA Region 1 entities
Advantageous:	Clearly demonstrates expertise and experience with five (5) EPA Region 1 entities
Not Advantageous:	One or more demonstrations of expertise and experience of five (5) EPA Region 1 entities is unclear and does not relate to PCBs
Unacceptable:	Less than five (5) EPA Region 1 entities cited

Proposed Staffing:

Highly Advantageous:	Clearly demonstrates understanding of the scope of WPS needs. Includes organizational charts with resumes/qualifications for personnel who could be assigned.
Advantageous:	Demonstrates understanding the scope of WPS needs. Includes list of current employees and titles.
Not Advantageous:	Demonstrates limited understanding of the scope of WPS needs. Includes list of current employees and titles.
Unacceptable:	Demonstrates no understanding of the scope of WPS needs.

Public Forum:

Highly Advantageous:	Provides information relative to ten (10) public forums for which the consultant and staff have presented on the topic of PCBs in the last five (5) years
Advantageous:	Provides information relative to eight (8) to (10) public forums for which the consultant and staff have presented on the topic of PCBs in the last five (5) years
Not Advantageous:	Provides information relative to five (five) to eight (8) public forums for which the consultant and staff have presented on the topic of PCBs in the last five (5) years
Unacceptable:	Provides information relative to less than five (5) public forums for which the consultant and staff have presented on the topic of PCBs in the last five (5) years

Abilities to Provide Written Communication:

Highly Advantageous:	Provides examples of published communications, in nationally recognized trade magazines and/or journals, relative to PCBs, i.e. books, thesis, magazine articles, press releases, blogs/social media.
Advantageous:	Provides examples of published communications relative to PCBs, i.e. magazine articles, press releases, blogs /social media.
Not Advantageous:	Provides examples of published communications with little or no relevance to PCBs

Unacceptable: Provides no examples of communications with little or no relevance to PCBs

Familiarity and Relationship with Federal and Massachusetts Regulatory Agencies:

Highly Advantageous:	Provides evidence of knowledge of EPA, MADEP, Massachusetts Contingency Plan Compliance and Superfund, emphasizing relationships by name.
Advantageous:	Provides evidence of familiarity with EPA, MADEP, Massachusetts Contingency Plan Compliance and Superfund.
Not Advantageous:	Provides evidence of familiarity with less than all of the listed agencies; EPA, MADEP, Massachusetts Contingency Plan Compliance and Superfund.
Unacceptable:	Provides no evidence of familiarity with EPA, MADEP, Massachusetts Contingency Plan Compliance and Superfund.

COST PROPOSAL SHEET (to be submitted under separate cover as per instructions)

Pricing to include all labor, travel, expenses, etc. Price quoted must be hourly rate for services with no additional charges listed. Any exceptions may result in proposal rejection

**A. Provide services as described within as
fixed-fee hourly rate based on scope of
services contained herein**

**\$ _____
PER HOUR**

Proposer Name _____

Proposer Representative _____

Date _____